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**COVENANT
MACE RANCH PARK DEVELOPMENT**

TONY BERNHARD
COUNTY RECORDER

92 MAR 26 AM 9:50

Recording Requested By:

OFFICIAL RECORDS
YOLO COUNTY
RECORD REQUESTED BY

MACE RANCH PARK DEVELOPMENT

FIRST AMERICAN TITLE CO.

When Recorded, Mail To:

Director
DEPARTMENT OF TOXIC SUBSTANCES CONTROL
Technical Services Branch
400 "P" Street
P.O. Box 806
Sacramento, CA 95812-0806



**COVENANT
TO RESTRICT USE OF PROPERTY
MACE RANCH PARK DEVELOPMENT
DAVIS, CALIFORNIA**

This covenant and agreement ("Covenant") is made on the 20 day of MARCH, 1992 by MACE RANCH PARK ("Covenantor"), who is the owner of record of certain property situated in the City of Davis, County of Yolo, State of California, described in Exhibit "A" which is attached hereto and incorporated herein by this reference (the "Property") and by the California Department of Toxic Substances Control ("DTSC"), as follows:

- A. This Property is adjacent to the Frontier Fertilizer site which is the subject of an ongoing investigation and remediation by DTSC, and as a result portions of the property within 2,000 feet of Frontier Fertilizer are subject to the provisions of the hazardous waste property/border zone property laws set forth in Health and Safety Code Section 25220, et seq.
- B. Covenantor desires and intends that the Property shall be used in such a manner so as to protect the present and future public health and safety.
- C. The Covenantor further desires and intends that by this agreement and these mutual covenants to avoid adversely impacting the investigation and remediation activities conducted by DTSC.

Provisions to Run With the Land

This Covenant sets forth protective provisions, covenants, restrictions and conditions ("Restrictions"), upon and subject to which the Property and every portion thereof shall be proved, held, used, occupied, leased, sold, hypothecated, encumbered and/or conveyed. Each

Concurrence of Owners Presumed

Incorporation Into Deeds and Leases

Restrictions on Use

Residential Wells:

Municipal Wells:

No municipal groundwater production wells may be installed on the Property without prior written approval of DTSC and any other agency with jurisdiction. Monitoring and other test wells are not subject to this provision, including: borings for the purpose of testing wells; excavations for foundations, utilities or similar purposes; wells for monitoring the quality of groundwater; or borings to define geology. However, these wells shall be constructed and/or abandoned so as to prevent vertical mixing of the aquifers.

Agricultural Wells:

No agricultural groundwater production wells may be installed on the Property. Monitoring and other test wells are not subject to this provision, including: borings for the purpose of testing wells; excavations for foundations, utilities or similar purposes; wells for monitoring the quality of groundwater; or borings to define geology. However, these wells shall be constructed and/or abandoned so as to prevent vertical mixing of the aquifers.

Industrial Wells:

No industrial groundwater production wells may be installed on the property. Monitoring and other test wells are not subject to this provision, including: borings for the purpose of testing wells; excavations for foundations, utilities or other similar purposes; wells for monitoring the quality of groundwater; or borings to define geology. However, these wells shall be constructed and/or abandoned so as to prevent vertical mixing of the aquifers.

Other Wells:

No other groundwater production wells of any type may be installed on the property except as set forth below. No heat pump or injection wells of any type may be installed on the property without DTSC approval. Monitoring and other test wells are not subject to this provision, including: borings for the purpose of testing wells; excavations for foundations, utilities or other similar purposes; wells for monitoring the quality of groundwater; or borings to define geology. However, these wells shall be constructed and/or abandoned so as to prevent vertical mixing of the aquifers. Notwithstanding the foregoing, it is expressly understood that Covenantor shall have the right to develop other wells at a location of its choosing in order to meet the water requirements of the project. However, the well may not be installed without the written approval of DTSC and such approval shall not be unreasonably withheld. In addition, MRP shall obtain all other applicable permits or approvals that are required.

Enforcement

Failure of the owner to comply with any of the requirements as set forth in this Covenant shall be grounds for the Department, by reason of the Covenant, to require that the owner modify or remove any improvements constructed in violation of the Covenant.

Notice and Agreements

All owners and occupants shall execute a written agreement which shall accompany all purchase, lease, sublease or rental agreements relating to the Property. The instrument shall contain the following general statement:

"The land described herein is subject to restrictive covenants. Such condition

renders the land and the owner, lessee, or other possessor of the land subject to requirements, restrictions, provisions, and liabilities contained in the Health & Safety Code. This statement is not a declaration that a hazard exists."

In addition to the foregoing, the following shall be included for all property within 2,000 feet of the Frontier Fertilizer site:

"The land described herein is within 2,000 feet of a known hazardous waste disposal site. Such condition renders the land and the owner, lessee, or other possessor of land subject to the requirements, restrictions, provisions and liabilities of the Hazardous Waste Property/ Border Zone Property laws contained in the Health & Safety Code Section 25220 et. seq.. This statement is not a declaration that a hazard exists."

Variance

Any owner or, with the owner's consent, any occupant of the Property or any portion thereof may apply to DTSC for a written variance of the provisions of this Covenant.

Termination

Any owner or, with the owner's consent, any occupant of the Property or any portion thereof may apply to DTSC for a termination of the Restrictions as they apply to all or any portion of the Property. Unless sooner terminated, this Covenant shall automatically terminate upon determination by DTSC that no further significant hazard is posed.

Term

Unless terminated in accordance with the foregoing, by law or otherwise, this Covenant shall continue until such time as DTSC determines that no present or future significant public health risk is posed.

No Dedication Intended

Nothing set forth herein shall be construed to be a gift or dedication, or offer of a gift or dedication, of the Property or any portion thereof to the general public or for any purposes whatsoever.

Statement Regarding Hazard

Nothing in this Covenant shall be construed as a statement, admission or declaration that any existing or potential health, environmental or other hazard exists or will exist on the Property or any portion of it.

10-20-01 579

Notices

Whenever any person gives or serves any notice, demand or other communication with respect to this Covenant, each such notice, demand, or other communication shall be in writing and shall be deemed effective (1) when delivered, if personally delivered to the person being served or to an officer of a corporate party being served or official of a government agency being served, or (2) three business days after deposit in the mail if mailed by United States Mail, postage paid, certified, return receipt requested to:

Covenantor:

MACE RANCH INVESTORS
1450 Harbor Blvd., Suite B
West Sacramento, CA 95691

copy to:

Director
DEPARTMENT OF TOXIC SUBSTANCES CONTROL
Technical Services Branch
400 "P" Street
P.O. Box 806
Sacramento, CA 95812-0806

Partial Invalidity

If any portion of the restrictions set forth herein or terms is determined to be invalid for any reason, the remaining portion shall remain in full force and effect as if such portion had not been included herein.

Recordation

This instrument shall be executed by the Covenantor and by a designated representative of the California Department of Toxic Substances Control. This instrument shall be recorded by the Covenantor in the County of Yolo within ten (10) days of the date of execution.

EX-2007-01571

References

All references to Code sections include successor provisions.

IN WITNESS WHEREOF, the parties execute this Covenant as of the date set forth above.

RAMCO ENTERPRISES,
a California corporation

BY: Frank C. Ramos
FRANK C. RAMOS, President

3-17-92
Date

MACE RANCH INVESTORS

BY: Frank C. Ramos
FRANK C. RAMOS
General Partner

3-17-92
Date

BY: Charles C. Chatfield
CHARLES C. CHATFIELD
General Partner

3/20/92
Date

BY: Lloyd F. Arnold
LLOYD F. ARNOLD

3-18-92
Date

BY: Marvin L. Oates
MARVIN L. OATES

3-17-92
Date

BY: Clara K. Massey
CLARA K. MASSEY
IE

3-17-92
Date

DEPARTMENT OF TOXIC SUBSTANCES CONTROL

BY: Ted Rau
TED RAUH
Acting Deputy Director

3/11/92
Date

200-1-1572

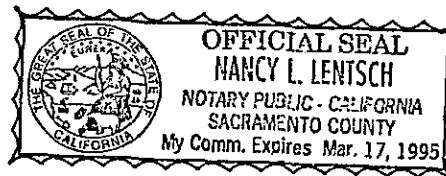
STATE OF CALIFORNIA)

COUNTY OF Sacramento)

on March 11, 1992 before me, the undersigned, a Notary Public in and for said state, personally appeared Ted Rauh, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as Deputy Director, of the Department of Toxic Substances, the agency that executed the within instrument, and acknowledged to me that such agency executed the same.

WITNESS my hand and official seal.

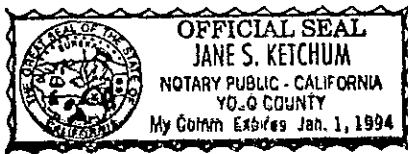
Nancy L. Lentoch
Notary Public in and for said
County and State



100-573

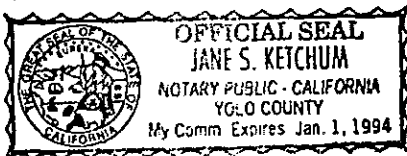
STATE OF CALIFORNIA
COUNTY OF YOLO

All-Purpose Certificate
Civil Code Section 1190



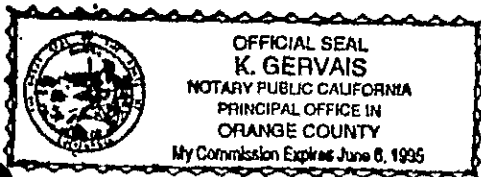
STATE OF CALIFORNIA
COUNTY OF Yolo

All-Purpose Certificate
Civil Code Section 1190



STATE OF CALIFORNIA
COUNTY OF Orange

All-Purpose Certificate
Civil Code Section 1190



On this date, March 17, 1992, before me, Jane S. Ketchum, a Notary Public, State of California, duly licensed and sworn, personally appeared Frank C. Ramos, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Jane S. Ketchum
Jane S. Ketchum, Notary Public, State of California

My commission expires January 1, 1994

On this date, March 20, 1992, before me, JANE SKETCHUM, a Notary Public, State of California, duly licensed and sworn, personally appeared Charles C. Chatfield, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in hishis authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Jane S. Ketchum
JANE SKETCHUM, Notary Public, State of California

My commission expires JAN. 1, 1994

On this date, March 18, 1992, before me, K. Gervais, a Notary Public, State of California, duly licensed and sworn, personally appeared Lloyd F. Anrold, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

K. Gervais
K. Gervais, Notary Public, State of California

My commission expires 6/8/95

6/8/95

STATE OF CALIFORNIA
COUNTY OF Sacramento

All-Purpose Certificate
Civil Code Section 1190



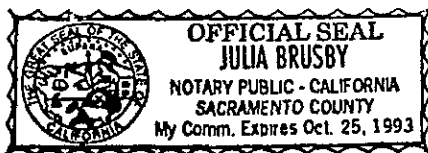
On this date, March 17, 1992, before me, Colleen Mitchell, a Notary Public, State of California, duly licensed and sworn, personally appeared Marvin L. Oates, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Colleen Mitchell
_____, Notary Public, State of California
My commission expires 7-11-95

STATE OF CALIFORNIA
COUNTY OF Sacramento

All-Purpose Certificate
Civil Code Section 1190



On this date, March 17, 1992, before me, Julia Brusby, a Notary Public, State of California, duly licensed and sworn, personally appeared Clara K. Massie, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Julia Brusby
_____, Notary Public, State of California
My commission expires 10-25-93

EXHIBIT "A"

The estate or interest in the land hereinafter described or referred to covered by this Report is:

A Fee

The land referred to in this Report is situated in the State of California, County of Yolo, and is described as follows:

Lots 1 through 14, both inclusive, as shown upon that certain map entitled, "Subdivision No. 3826, Mace Ranch Park," filed in the office of the County Recorder of the County of Yolo, State of California, on December 19, 1990 in Book 16 of Maps, at page 52.

EXCEPTING FROM Lots 1, 2, 12, 13, 14 and a portion of Lots 3, 10 and 11; all gas, oil, and hydrocarbon substances and all leases pertaining thereto, lying below a depth of 500 feet measured vertically from the surface of the above parcel, as reserved in Deed from Yolo Properties No. 1, a limited partnership, recorded October 14, 1977 in Book 1277 of Yolo County Official Records, at page 79.

EXCEPTING FROM Lots 4, 5, 8, 9 and a portion of Lots 3, 5, 10 and 11, an undivided 1/2 interest in and to all oil, gas, hydrocarbons land other minerals and mineral rights, below a depth of 500 feet, without the right of surface entry, as excepted in Deed executed by Erma Mace, et al, recorded August 22, 1975 in Book 1158 of Yolo County Official Records, at page 75.